

**Notes: Green & bold text** = ESD suggested text

~~Red and strikethrough text~~ = ESD doesn't agree with the language and do not think it necessary to add to an MOU.

**Blue text** = The language already exists in the state guidance and the ESD doesn't agree with putting the text into an MOU.

**Yellow highlighted text** = The ESD will provide a proposal at a later date.

**Green highlighted text** = Notes provided for clarification.

## **Memorandum of Understanding: COVID-19 ~~Hybrid~~ Reopening**

### **Between the Linn Benton Lincoln Education Service District and the Linn Benton Lincoln ESD Education Association**

The purpose of this agreement is to address issues related to the reopening of schools during the COVID- 19 pandemic in the 2020-21 school year. Whereas the Linn Benton Lincoln Education Service District (hereafter referred to as "The District" or "LBL ESD") and the Linn Benton Lincoln ESD Education Association (hereafter referred to as "The Association") agrees to the following in order to provide **a working environment that is in compliance with state guidelines.** ~~the safest comprehensive distance learning for students while protecting the health and safety of the certified employees.~~

#### **A. General Agreements**

1. The District will comply with all state guidance (ODE's Ready Schools Safe Learners). **The Operational Blueprints will be posted on our website and updates will be sent to all staff as changes are made.** ~~policies, federal policies, and the Collective Bargaining Agreement (CBA).~~
2. ~~LBL ESD shall create an ad hoc process to confidentially and expediently handle claims pursuant to board "whistleblower" policy specific to COVID-19 safety and health protocols. The District shall report when a claim is made and the District's response to said claim to the leadership of LBL ESD EA.~~
  - a. ~~The District agrees to create this confidential process & communicate the process regularly to staff and students.~~

- ~~3. The District and the Association shall hold at least bi-monthly labor management meetings to address workload issues as they arise, health and safety concerns, and engage in additional bargaining.~~
4. The District will communicate with staff **as necessary using the tools that have already been developed. LBL uses staff emails, agency chats, FAQ's on InSite and anonymous question form reviewed by Cabinet.** ~~weekly to update staff about any relevant changes taking place, current pandemic metrics, and provide the opportunity for staff feedback.~~
5. Nothing in this MOU shall be construed as waiving or eliminating any other provisions of the Collective Bargaining Agreement. The rights and agreements of that document shall remain in full effect, unless specifically altered by this MOU. ~~LBL ESD and the Association agree that the requirements may be altered by the State of Oregon or other unforeseen forces; therefore the parties agree to meet and collaborate on any needed solutions to those potential changes or conflicts.~~

## **B. Comprehensive Distance Learning and LBL ESD Hybrid Model**

- ~~1. The District will follow the required metrics as set by the State of Oregon for determining when and if students move between CDL and the LBL ESD Hybrid Model.~~
  - ~~a. In order to transition from CDL into LBL ESD Hybrid Model, the metrics of the counties must be stable or declining over the previous two weeks in order to ensure that opening schools will not spur infection rates and cause a resurgence in our community.~~
  - b. When transitioning between CDL and LBL ESD school sites, the District will communicate with all staff, students, and families regarding the changes, timeline, and altered expectations.

**LBL will be doing some additional research regarding prep time and would like to come with a proposal on language next week.**

2. Prior to the transition between CDL and LBL ESD Hybrid Model the District will provide educators with two days of additional prep time in order to meet the physical and curricular changes needed.
  - a. During these prep days the District may provide educators with up to 2 hours of Professional Development related to the hybrid transition, or Administrator-led meetings to facilitate the changes to the work environment.
  - b. The remainder of these prep days will be solely for the purpose of planning for the return of students (e.g. no distance learning will be provided on these prep days)
  - ~~c. Prior to bringing students into a building or learning environment, the District will inspect and certify that each learning space meets the required ODE's guidance in~~

regards to social distancing (35 square feet of usable space per person in the room), and that each building's common space meets expectations put forth by ODE and the LBL ESD's COVID safety committee.

- i. Any space (classroom, counseling office, main office, administrator's office, etc) that cannot accommodate the social distancing guidelines shall not be used for meeting/ teaching students

### **C. COVID-19 At Risk Employees**

- ~~1. Educators who are high-risk for COVID-19 infection or who live with people at high-risk are permitted to continue to work remotely:
  - a. The District will create a confidential procedure for educators to report their at-risk status, and communicate that process out to all staff.
  - b. Educators who meet the at-risk designation will remain working remotely for the entirety of the 2020-21 school year, unless the educator requests a change of assignment.~~
- ~~2. The District shall make a good faith effort to return educators to their previously held assignment and building once the COVID-19 pandemic is over, or at a time mutually agreed upon between an individual member and LBL ESD.~~
- ~~3. Educators who are in an at risk category, who work remotely shall not see a decrease in pay, benefits or FTE status based upon their at risk status, although their work assignment may be altered based upon the needs of students and the District.~~

### **D. District Initiated Temporary Transfers and Open Positions**

- ~~1. The Association recognizes the District's need for flexibility in this ever-changing situation, and that work expectations may look different in various job titles, different levels, and among different content groups. The District agrees to make job expectations as equitable as possible.~~
- ~~2. Additional preparation time will be given, beyond the agreements outlined in the CBA, for any certified employee whose assignment is altered by the District to address staffing changes needed in response COVID-19.~~
- ~~3. The District shall return educators to their previously held assignment and building in 2021-22 if that is the preference of the educator.~~

### **E. COVID-19 School Exposures**

- ~~1. Publish the District's "Outbreak Response Protocol" before students or staff are expected to report to the building for the resumption of students in a school building or learning environment. The Outbreak Response Protocol shall be jointly approved by the Association~~

and the District:

- a. ~~(Attach Document)~~
2. ~~The District shall notify educators, as well as the wider school community, of *any* incident of COVID-19 infection/outbreak within a worksite within 24 hours of a confirmed case. Notification shall include identification of the steps that have been taken/will be taken to sanitize the area before staff are allowed to report back to the infected facility.~~
3. **Staff who are required to use Cavi Wipes will receive training regarding the use of proper sanitizing procedures for both equipment and classrooms. EBL-ESD will use the least toxic/caustic procedures available. The district will share the MSDS safety sheets.**
4. ~~The District shall make whole educators who are in quarantine due to exposure to the virus at work by creating a remote assignment. No educator exposed to COVID-19 at work will lose wages, benefits, or be required to use accrued leave time. Employees may choose to work from home during quarantine, but shall not be required to work from home.~~

## F. COVID- 19 Prevention Measures & Rights

1. ~~The following health and safety measures will be implemented in order to mitigate the risk of exposure of staff and students to COVID-19:~~
  - a. ~~Face covering requirement for all staff and students except for those who have documented ADA approved conditions, or for students under the age of 5.~~
  - b. ~~Hand sanitizer (containing at least 60% alcohol)/hand washing stations and disinfecting wipes, or spray/paper towels at all worksites for staff and students.~~
  - c. ~~Provision of personal protective equipment (PPE) including face coverings, face shields and gloves to staff and students.~~
  - d. ~~The District shall enforce wearing a face shield *with* a mask, but not without, as recommended by the CDC and WHO.~~
  - e. ~~Dedicated spaces for donning, doffing, and disposal of PPE, at each in-person service site.~~
  - f. ~~The District shall provide the following PPE to those who are required to be in close contact with students: N95 masks, face shields, gloves, booties, and gowns.~~
  - g. ~~The District shall utilize their district nurse to provide proper “fittings” for N95 masks, and training on general proper use of PPE to staff who will be in physical contact with students.~~
    - i. ~~A KN95 mask shall not be used as a substitute as an N95, unless there are no N95 masks available for the District to purchase.~~
    - ii. ~~The District must make a good faith effort to obtain certified N95 masks.~~
    - iii. ~~If a staff member’s duties bring them in close contact of less than 6 feet of a student, and the staff member does not feel comfortable performing their duties in close contact with a KN95 mask, they will not be required to~~

provide in-person service until the N95 mask is made available.

- iv. ~~An employee requiring an N95 mask shall have mask replaced weekly at a minimum.~~
- h. ~~Screening of staff and students regularly for COVID symptoms, including regular temperature checks.~~
- i. ~~The staff sign in **is based off of the guidance of RSSL.** system at each building inquiring about symptoms shall also include the symptoms of loss of taste/smell, and shall inquire whether or not the symptoms have been present in the last 10 days, as the CDC recommends isolation of 10 days after the onset of COVID-19 symptoms.~~
- j. ~~Isolation area at each school separate from the nurse's office, for staff and students who are experiencing symptoms of COVID-19.~~
- k. ~~The ESD shall follow state guidance in establishing a specific policy about when a child demonstrating signs of illness can return to the classroom.~~
- l. ~~Limit staff and student exposure by enforcing the 6 foot/35 square feet ODE social distancing rule for classrooms, common spaces, and hallways as well as the State of Oregon's current cohort/group size limitations.~~
- m. ~~Secure space for employees to safely have their duty-free lunches, breaks, and milk expression.~~
- n. Dedicated and socially distant worksite space to any staff who cannot use their classroom/office/station for preparation and other unassigned time. **LBL would like to gather more information on this before offering a proposal.**
- o. ~~Access to designated and frequently sanitized student and staff restrooms.~~
- p. ~~The District will provide trained custodial service in each building to provide cleaning between student cohorts. **The ESD will provide an electrostatic cleaner to use in classrooms between student cohorts.**~~
- q. ~~Provide opportunities/procedure for staff and students to be COVID tested upon request.~~
- r. ~~Conduct contact tracing in the event of COVID outbreak in a cohort or building.~~
- s. ~~The District will provide each classroom teacher with the correct amount of consumables to avoid the sharing of school supplies and resources among students.~~
- t. ~~Licensed staff shall be allowed and encouraged to work from home when in person student time is not required in order to help mitigate risk of infection and to help protect those who must do their job onsite.~~
- u. ~~As recommended by Ready Schools Safe Learners, all LBL ESD building staff shall wear masks at all times while in the buildings, classrooms or offices, including when at their desk unless they have, and are inside, their own private office.~~
- v. ~~If an employee has symptoms of COVID-19, unless they have received a negative test in response to their symptoms, that employee shall work remotely for 10 days before returning to a work site.~~
- w. ~~All staff meetings will be conducted virtually to minimize unnecessary staff~~

~~contact.~~

- ~~2. The District shall equip each room/ work space with appropriate ventilation systems and air filtration systems designed to trap contaminants, such as the COVID-19 virus, as defined by the American Society for HealthCare Engineering MERV measurement scale.~~
  - ~~a. The District will make a good faith effort to obtain any HVAC investigation results of the school districts we serve, and notify staff of districts who are operating in buildings known to be not meeting the proper ventilation recommendations or that have not had their ventilation system assessed recently.~~
- ~~3. If not already established, the District shall create a COVID safety committee and it shall have representatives that include at least one licensed member, one representative from the executive council, and either the nurse or other knowledgeable health care professional.~~

**Members of LBL's Safety Committee can be found on InSite under staff information. Staff with concerns can talk to their program representative or submit anonymous questions via email or in an envelope in the staff lounge.**
- ~~4. The District shall limit the entry of visitors in school buildings.~~

#### **G. Monitoring and Enforcing Health and Safety Expectations**

- ~~1. It is the duty of the District to continually monitor and enforce the health and safety expectations as outlined in ODE's guidance and any agreements made with the Association.~~
  - ~~a. The District shall provide the Association with a documented plan for continual monitoring of the health and safety expectations.~~
  - b. (Attach Document)
- ~~2. After training all staff on the health and safety expectations, the District shall provide all employees with the discipline continuum for any staff member who knowingly refuses to follow the health and safety expectations.~~ **The ESD will use a multi-step response for COVID related noncompliance with health and safety expectations. The response and redirection is handled at the program level by their administrators. If the issue continues beyond this process, refer to Article XII: Discipline of Employees in the current bargaining agreement.**
  - a. (Attach Document)
- ~~3. After training all staff and students on the health and safety expectations, the District shall provide a referral form for students who knowingly refuse to follow the health and safety expectations, so the student may be referred to a comprehensive distance learning format or alternative option.~~

- a. (Attach Document)

- ~~4. The District shall provide all staff with building specific plans to address how students will meet social distancing guidelines and address maladaptive student behaviors that impact employee health and exposure:
  - a. ~~ISS/ Reset Rooms and Room Clears~~
  - b. ~~Drills and school events~~~~

## **H. Certified Workload**

- ~~1. The District will ensure that any assigned workload will not exceed that stipulated in the Collective Bargaining Agreement. The District shall provide the option of providing services remotely or in-person depending on employee choice as balanced with ODE guidance (i.e., services that are required to be performed in-person shall be communicated by the District to the Association and the impacted employee:
  - a. ~~Employees shall have the ability to perform work remotely from home when work tasks do not require employees to be in a specific location.~~
  - b. ~~Educators will have access to their classrooms/workspaces during their uninterrupted prep time.~~
  - c. ~~All professional development will occur in a virtual setting, and any in-person options will only occur if absolutely necessary due to the nature of the training requiring in-person, physical duties that cannot be completed virtually. Any in-person options will follow ODE's social distancing guidelines and the State of Oregon's group size limitations.~~
  - d. ~~All parent teacher conferences, IEPs, IFSPs, and other meetings shall be virtual.~~~~
- ~~2. Employees shall not be asked to take on another employee's caseload should someone be absent, transferred or should there be an open position.~~
- ~~3. Employees can adjust their schedule as needed outside of the 8-4 work day, assuming employee responsibilities can occur outside of the typical 8-4 workday.~~

## **I. Sick Leave & Substitutes**

- ~~1. In order to promote the use of sick leave during this pandemic, anyone who is experiencing potential symptoms of illness or lives with someone who is experiencing potential symptoms of illness should be encouraged to remain at home to monitor themselves:
  - a. ~~The employee shall cover the first 10 days of sick leave (pro-rated accordingly with their contracted FTE) with their own accrued leave, but the District shall cover any sick leave that extends beyond that amount.~~~~
2. For both short and long term absences, the District shall make every reasonable effort to provide a qualified substitute for an educator.

## **J. Childcare**

- ~~1. During the LBL ESD hybrid model, the District will contribute up to \$200 per month per employee toward childcare costs for childcare needs during work hours, should the employee~~

~~need childcare to perform their work duties. Employee will be responsible for covering the additional costs beyond \$200 monthly of the childcare they choose. Employee will submit proof of their child's registration with a child care provider.~~

2. If an employee is working at an ESD site, such as in a classroom or an office, and space is sufficient according to ODE guidance, an employee's child may accompany them at work. **This may be allowed on a case-by-case basis while not directly serving students and families. This would require approval of the supervisor and must take into consideration the number of people in each space and the 35 square foot requirement. Employee children may not interrupt the workflow for either the employee or co-workers. It is the ESD's management right to immediately, and permanently, revoke the privilege if disruption occurs or if space does not allow.**